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ADVANCED DIGITAL SOLUTIONS INTERNATIONAL, INC.,  
SHAHID SHEIKH, FARHAAD SHEIKH, KAMRAN SHEIKH, and  
K&F ASSOCIATES, LLC

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

HEWLETT PACKARD ENTERPRISE  
COMPANY, a Delaware corporation;  
HEWLETT PACKARD ENTERPRISE  
DEVELOPMENT LP, a Delaware  
corporation; and HEWLETT-PACKARD  
DEVELOPMENT COMPANY, L.P., a Texas  
limited partnership,

Plaintiffs,

v.

ADVANCED DIGITAL SOLUTIONS  
INTERNATIONAL, INC., a California  
corporation, SHAHID SHEIKH, an individual,  
and FARHAAD SHEIKH, an individual,

Defendants.

Case No. 3:20-cv-5447 VC

**ANSWER TO PLAINTIFFS' FIRST  
AMENDED COMPLAINT FOR  
DAMAGES AND INJUNCTIVE RELIEF  
FOR DEFENDANTS ADVANCED  
DIGITAL SOLUTIONS  
INTERNATIONAL, INC., SHAHID  
SHEIKH, FARHAAD SHEIKH, KAMRAN  
SHEIKH, AND K&F ASSOCIATES, LLC**

**DEMAND FOR JURY TRIAL**

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**ANSWER TO FIRST AMENDED COMPLAINT**

Defendants Advanced Digital Solutions International, Inc., Shahid Sheikh, Farhaad Sheikh, Kamran Sheikh, and K&F Associates, LLC (collectively “ADSI”), on behalf of themselves, by and through their attorneys, answer the allegations set forth in Plaintiffs Hewlett Packard Enterprise Company, Hewlett Packard Enterprise Development LP and Hewlett-Packard Development Company L.P.’s Amended Complaint for Damages and Injunctive Relief (the “FAC”), and admit, deny, and allege as follows:

**INTRODUCTION**

1. In response to Paragraph 1 of the FAC, ADSI denies each and every allegation contained therein.

2. In response to Paragraph 2 of the FAC, ADSI denies each and every allegation contained therein.

3. In response to Paragraph 3 of the FAC, ADSI denies each and every allegation contained therein.

4. In response to Paragraph 4 of the FAC, ADSI denies each and every allegation contained therein.

**THE PARTIES**

5. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 5 of the FAC and on that basis denies each and every allegation contained therein.

6. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 6 of the FAC and on that basis denies each and every allegation contained therein.

7. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 7 of the FAC and on that basis denies each and every allegation contained therein.

8. In response to Paragraph 8 of the FAC, ADSI admits the allegations therein.



**VENUE AND INTRADISTRICT ASSIGNMENT**

19. In response to Paragraph 19 of the FAC, this paragraph contains only legal conclusions, and thus, does not require a response.

**FACTUAL ALLEGATIONS**

20. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 20 of the FAC and on that basis denies each and every allegation contained therein.

21. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 21 of the FAC and on that basis denies each and every allegation contained therein.

22. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 22 of the FAC and on that basis denies each and every allegation contained therein.

23. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 23 of the FAC and on that basis denies each and every allegation contained therein.

24. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 24 of the FAC and on that basis denies each and every allegation contained therein.

25. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 25 of the FAC and on that basis denies each and every allegation contained therein.

26. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 26 of the FAC and on that basis denies each and every allegation contained therein.

27. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 27 of the FAC and on that basis denies each and every allegation contained therein.

1           28.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
2 the allegations contained in Paragraph 28 of the FAC and on that basis denies each and every  
3 allegation contained therein.

4           29.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
5 the allegations contained in Paragraph 29 of the FAC and on that basis denies each and every  
6 allegation contained therein.

7           30.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
8 the allegations contained in Paragraph 30 of the FAC and on that basis denies each and every  
9 allegation contained therein.

10          31.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
11 the allegations contained in Paragraph 31 of the FAC and on that basis denies each and every  
12 allegation contained therein.

13          32.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
14 the allegations contained in Paragraph 32 of the FAC and on that basis denies each and every  
15 allegation contained therein.

16          33.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
17 the allegations contained in Paragraph 33 of the FAC and on that basis denies each and every  
18 allegation contained therein.

19          34.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
20 the allegations contained in Paragraph 34 of the FAC and on that basis denies each and every  
21 allegation contained therein.

22          35.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
23 the allegations contained in Paragraph 35 of the FAC and on that basis denies each and every  
24 allegation contained therein.

25          36.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
26 the allegations contained in Paragraph 36 of the FAC and on that basis denies each and every  
27 allegation contained therein.

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1           37.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
2 the allegations contained in Paragraph 37 of the FAC and on that basis denies each and every  
3 allegation contained therein.

4           38.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
5 the allegations contained in Paragraph 38 of the FAC and on that basis denies each and every  
6 allegation contained therein.

7           39.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
8 the allegations contained in Paragraph 39 of the FAC and on that basis denies each and every  
9 allegation contained therein.

10          40.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
11 the allegations contained in Paragraph 40 of the FAC and on that basis denies each and every  
12 allegation contained therein.

13          41.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
14 the allegations contained in Paragraph 41 of the FAC and on that basis denies each and every  
15 allegation contained therein.

16          42.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
17 the allegations contained in Paragraph 42 of the FAC and on that basis denies each and every  
18 allegation contained therein.

19          43.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
20 the allegations contained in Paragraph 43 of the FAC and on that basis denies each and every  
21 allegation contained therein.

22          44.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
23 the allegations contained in Paragraph 44 of the FAC and on that basis denies each and every  
24 allegation contained therein.

25          45.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
26 the allegations contained in Paragraph 45 of the FAC and on that basis denies each and every  
27 allegation contained therein.

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1           46.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
2 the allegations contained in Paragraph 46 of the FAC and on that basis denies each and every  
3 allegation contained therein.

4           47.     In response to Paragraph 47 of the FAC, ADSI admits in part and denies in part.  
5 ADSI admits that it became an HP Partner in 2009. Except as admitted herein, ADSI lacks  
6 sufficient knowledge or information to form a belief as to the truth of the allegations contained in  
7 Paragraph 47 of the FAC and on that basis denies each and every allegation contained therein.

8           48.     In response to Paragraph 48 of the FAC, ADSI denies each and every allegation  
9 contained therein.

10          49.     In response to Paragraph 49 of the FAC, ADSI denies each and every allegation  
11 contained therein.

12          50.     In response to Paragraph 50 of the FAC, including subparts a-e, ADSI admits in  
13 part and denies in part. ADSI admits that it became an HP Partner in 2009. Except as admitted  
14 herein, ADSI lacks sufficient knowledge or information to form a belief as to the truth of the  
15 allegations contained in Paragraph 50 of the FAC and on that basis denies each and every  
16 allegation contained therein. In addition, to the extent Paragraph 50 of the FAC, including  
17 subparts a-e, contains only legal conclusions, the allegations contained therein do not require a  
18 response.

19          51.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
20 the allegations contained in Paragraph 51 of the FAC and on that basis denies each and every  
21 allegation contained therein. In addition, to the extent Paragraph 51 of the FAC contains only  
22 legal conclusions, the allegations contained therein do not require a response.

23          52.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
24 the allegations contained in Paragraph 52 of the FAC and on that basis denies each and every  
25 allegation contained therein. In addition, to the extent Paragraph 52 of the FAC contains only  
26 legal conclusions, the allegations contained therein do not require a response.

27          53.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
28 the allegations contained in Paragraph 53 of the FAC and on that basis denies each and every

1 allegation contained therein. In addition, to the extent Paragraph 53 of the FAC contains only  
2 legal conclusions, the allegations contained therein do not require a response.

3         54. In response to Paragraph 54 of the FAC, ADSI admits in part and denies in part.  
4 ADSI admits it responded to discovery on January 15, 2021, and that those responses, including  
5 the documents produced, stand for themselves. Except as admitted herein, ADSI denies each  
6 and every allegation contained in Paragraph 54.

7         55. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
8 the allegations contained in Paragraph 55 of the FAC and on that basis denies each and every  
9 allegation contained therein.

10         56. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
11 the allegations contained in Paragraph 56 of the FAC and on that basis denies each and every  
12 allegation contained therein.

13         57. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
14 the allegations contained in Paragraph 57 of the FAC and on that basis denies each and every  
15 allegation contained therein.

16         58. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
17 the allegations contained in Paragraph 58 of the FAC and on that basis denies each and every  
18 allegation contained therein.

19         59. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
20 the allegations contained in Paragraph 59 of the FAC and on that basis denies each and every  
21 allegation contained therein.

22         60. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
23 the allegations contained in Paragraph 60 of the FAC and on that basis denies each and every  
24 allegation contained therein.

25         61. In response to Paragraph 61 of the FAC, ADSI admits in part and denies in part.  
26 ADSI admits it responded to Plaintiffs' Requests for Admission and that Shahid Sheikh gave  
27 deposition testimony on June 24, 2021, and that those responses and testimony stand for  
28



1 themselves. Except as admitted herein, ADSI denies each and every allegation contained in  
2 Paragraph 61.

3 62. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
4 the allegations contained in Paragraph 62 of the FAC and on that basis denies each and every  
5 allegation contained therein.

6 63. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
7 the allegations contained in Paragraph 63 of the FAC and on that basis denies each and every  
8 allegation contained therein.

9 64. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
10 the allegations contained in Paragraph 64 of the FAC and on that basis denies each and every  
11 allegation contained therein.

12 65. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
13 the allegations contained in Paragraph 65 of the FAC and on that basis denies each and every  
14 allegation contained therein.

15 66. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
16 the allegations contained in Paragraph 66 of the FAC and on that basis denies each and every  
17 allegation contained therein.

18 67. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
19 the allegations contained in Paragraph 67 of the FAC and on that basis denies each and every  
20 allegation contained therein.

21 68. In response to Paragraph 68 of the FAC, ADSI admits in part and denies in part.  
22 ADSI admits it responded to Plaintiffs' Requests for Production and produced its sales records  
23 and that Shahid Sheikh gave deposition testimony on June 24, 2021, and that those responses and  
24 testimony stand for themselves. Except as admitted herein, ADSI denies each and every  
25 allegation contained in Paragraph 68.

26 69. In response to Paragraph 69 of the FAC, ADSI admits in part and denies in part.  
27 ADSI admits it responded to Plaintiffs' Requests for Production and produced its sales records,  
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1 and that ADSI's production of records stand for themselves. Except as admitted herein, ADSI  
2 denies each and every allegation contained in Paragraph 69.

3 70. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
4 the allegations contained in Paragraph 70 of the FAC and on that basis denies each and every  
5 allegation contained therein.

6 71. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
7 the allegations contained in Paragraph 71 of the FAC and on that basis denies each and every  
8 allegation contained therein.

9 72. In response to Paragraph 72 of the FAC, ADSI admits in part and denies in part.  
10 ADSI admits it responded to Plaintiffs' Requests for Production and produced its sales records,  
11 and that ADSI's production of records stand for themselves. Except as admitted herein, ADSI  
12 denies each and every allegation contained in Paragraph 72.

13 73. In response to Paragraph 73 of the FAC, ADSI denies each and every allegation  
14 contained therein.

15 74. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
16 the allegations contained in Paragraph 74 of the FAC and on that basis denies each and every  
17 allegation contained therein.

18 75. In response to Paragraph 75 of the FAC, ADSI admits in part and denies in part.  
19 ADSI admits it responded to Plaintiffs' Requests for Production and produced its sales records,  
20 and that ADSI's production of records stand for themselves. Except as admitted herein, ADSI  
21 denies each and every allegation contained in Paragraph 75.

22 76. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
23 the allegations contained in Paragraph 76 of the FAC and on that basis denies each and every  
24 allegation contained therein.

25 77. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
26 the allegations contained in Paragraph 77 of the FAC and on that basis denies each and every  
27 allegation contained therein.

1           78.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
2 the allegations contained in Paragraph 78 of the FAC and on that basis denies each and every  
3 allegation contained therein.

4           79.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
5 the allegations contained in Paragraph 79 of the FAC and on that basis denies each and every  
6 allegation contained therein.

7           80.     In response to Paragraph 80 of the FAC, ADSI denies each and every allegation  
8 contained therein.

9           81.     In response to Paragraph 81 of the FAC, ADSI admits in part and denies in part.  
10 ADSI admits it responded to Plaintiffs' Requests for Production and produced its sales records,  
11 and that ADSI's production of records stand for themselves. Except as admitted herein, ADSI  
12 denies each and every allegation contained in Paragraph 81.

13           82.     In response to Paragraph 82 of the FAC, the allegations relate to another litigation  
14 and consist of unproven claims irrelevant to this case. Furthermore, ADSI denied the allegations  
15 contained in the public records referenced therein.

16           83.     In response to Paragraph 83 of the FAC, the allegations relate to another litigation  
17 and consist of unproven claims irrelevant to this case. Furthermore, ADSI denied the allegations  
18 contained in the public records referenced therein.

19           84.     In response to Paragraph 84 of the FAC, the allegations relate to another litigation  
20 and consist of unproven claims irrelevant to this case. Furthermore, ADSI denied the allegations  
21 contained in the public records referenced therein.

22           85.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
23 the allegations contained in Paragraph 85 of the FAC and on that basis denies each and every  
24 allegation contained therein.

25           86.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
26 the allegations contained in Paragraph 86 of the FAC and on that basis denies each and every  
27 allegation contained therein.  
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1           87.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
2 the allegations contained in Paragraph 87 of the FAC and on that basis denies each and every  
3 allegation contained therein.

4           88.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
5 the allegations contained in Paragraph 88 of the FAC and on that basis denies each and every  
6 allegation contained therein.

7           89.     In response to Paragraph 89 of the FAC, ADSI admits in part and denies in part.  
8 ADSI admits it was terminated as an HPE partner. Except as admitted herein, ADSI denies each  
9 and every allegation contained in Paragraph 89.

10          90.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
11 the allegations contained in Paragraph 90 of the FAC and on that basis denies each and every  
12 allegation contained therein.

13          91.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
14 the allegations contained in Paragraph 91 of the FAC and on that basis denies each and every  
15 allegation contained therein.

16          92.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
17 the allegations contained in Paragraph 92 of the FAC and on that basis denies each and every  
18 allegation contained therein.

19          93.     In response to Paragraph 93 of the FAC, ADSI admits in part and denies in part.  
20 ADSI admits it does business through the website stated in the FAC. Except as admitted herein,  
21 ADSI denies each and every allegation contained in Paragraph 93.

22          94.     In response to Paragraph 94 of the FAC, ADSI admits in part and denies in part.  
23 ADSI admits it does business through the website stated in the FAC. Except as admitted herein,  
24 ADSI denies each and every allegation contained in Paragraph 94.

25          95.     In response to Paragraph 95 of the FAC, ADSI denies each and every allegation  
26 contained therein.

27          96.     In response to Paragraph 96 of the FAC, ADSI denies each and every allegation  
28 contained therein.

1           97.     ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
2 the allegations contained in Paragraph 97 of the FAC and on that basis denies each and every  
3 allegation contained therein.

4           98.     In response to Paragraph 98 of the FAC, ADSI admits in part and denies in part.  
5 ADSI admits Shahid Sheikh gave deposition testimony as the person most knowledgeable, and  
6 that his testimony stands for itself. Except as admitted herein, ADSI denies each and every  
7 allegation contained in Paragraph 98.

8           99.     In response to Paragraph 99 of the FAC, ADSI admits in part and denies in part.  
9 ADSI admits Nabia Uddin, Norman Karamat and Mike Minhas left ADSI. Except as admitted  
10 herein, ADSI lacks sufficient knowledge or information to form a belief as to the truth of the  
11 allegations contained in Paragraph 99 of the FAC and on that basis denies each and every  
12 allegation contained therein.

13           100.    ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
14 the allegations contained in Paragraph 100 of the FAC and on that basis denies each and every  
15 allegation contained therein.

16           101.    ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
17 the allegations contained in Paragraph 101 of the FAC and on that basis denies each and every  
18 allegation contained therein.

19           102.    ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
20 the allegations contained in Paragraph 102 of the FAC and on that basis denies each and every  
21 allegation contained therein.

22           103.    In response to Paragraph 103 of the FAC, ADSI denies each and every allegation  
23 contained therein.

24           104.    In response to Paragraph 104 of the FAC, ADSI admits in part and denies in part.  
25 ADSI admits that K & F Associates LLC, located at 7026 Koll Center Parkway, Suite 211,  
26 Pleasanton, CA 94566, became a HPE Partner on or about June 12, 2020, and that the request  
27 was submitted by Shawn Shah. Except as admitted herein, ADSI denies each and every  
28 allegation contained in Paragraph 104.

**FIRST CLAIM FOR RELIEF**

**Federal Trademark Infringement (15 U.S.C. § 1114(1)(a))  
Against Defendants Advanced Digital Solutions International, Inc., Shahid Sheikh, and  
Kamran Sheikh**

105. In response to Paragraph 105 of the FAC, ADSI incorporates their responses to the allegations in Paragraphs 1 through 104 of the FAC as if fully set forth herein.

106. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 106 of the FAC and on that basis denies each and every allegation contained therein.

107. In response to Paragraph 107 of the FAC, ADSI denies each and every allegation contained therein.

108. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 108 of the FAC and on that basis denies each and every allegation contained therein.

109. In response to Paragraph 109 of the FAC, ADSI denies each and every allegation contained therein.

110. In response to Paragraph 110 of the FAC, ADSI denies each and every allegation contained therein.

111. In response to Paragraph 111 of the FAC, ADSI denies each and every allegation contained therein.

112. In response to Paragraph 112 of the FAC, ADSI denies each and every allegation contained therein. .

113. In response to Paragraph 113 of the FAC, ADSI denies each and every allegation contained therein.

114. In response to Paragraph 114 of the FAC, ADSI denies each and every allegation contained therein.

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**SECOND CLAIM FOR RELIEF**  
**Federal Trademark Counterfeiting**  
**(15 U.S.C. §1114(1)(b))**  
**Against Defendants Advanced Digital Solutions International, Inc., Shahid Sheikh, and**  
**Kamran Sheikh**

115. In response to Paragraph 115 of the FAC, ADSI incorporates their responses to the allegations in Paragraphs 1 through 114 of the FAC as if fully set forth herein.

116. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 116 of the FAC and on that basis denies each and every allegation contained therein..

117. In response to Paragraph 117 of the FAC, ADSI denies each and every allegation contained therein.

118. In response to Paragraph 118 of the FAC, ADSI denies each and every allegation contained therein.

119. In response to Paragraph 119 of the FAC, ADSI denies each and every allegation contained therein.

120. In response to Paragraph 120 of the FAC, ADSI denies each and every allegation contained therein.

121. In response to Paragraph 121 of the FAC, ADSI denies each and every allegation contained therein.

**THIRD CLAIM FOR RELIEF**  
**Federal Unfair Competition/False Advertising**  
**(15 U.S.C. §1125)**  
**Against Defendant Advanced Digital Solutions International, Inc., Shahid Sheikh, and**  
**Kamran Sheikh**

122. In response to Paragraph 122 of the FAC, ADSI incorporates their responses to the allegations in Paragraphs 1 through 121 of the FAC as if fully set forth herein.

123. In response to Paragraph 123 of the FAC, ADSI denies each and every allegation contained therein

124. In response to Paragraph 124 of the FAC, ADSI denies each and every allegation contained therein.





**FIFTH CLAIM FOR RELIEF**  
**California Statutory Misleading and Deceptive Advertising**  
**(Cal. Bus. & Prof. Code §§ 17200 *et seq.*)**  
**Against Defendant Advanced Digital Solutions International, Inc.**

135. In response to Paragraph 135 of the FAC, ADSI incorporates their responses to the allegations in Paragraphs 1 through 134 of the FAC as if fully set forth herein.

136. In response to Paragraph 136 of the FAC, ADSI denies each and every allegation contained therein.

137. In response to Paragraph 137 of the FAC, ADSI denies each and every allegation contained therein.

138. In response to Paragraph 138 of the FAC, ADSI denies each and every allegation contained therein.

139. In response to Paragraph 139 of the FAC, ADSI denies each and every allegation contained therein.

140. In response to Paragraph 140 of the FAC, ADSI denies each and every allegation contained therein.

141. In response to Paragraph 141 of the FAC, ADSI denies each and every allegation contained therein.

**SIXTH CLAIM FOR RELIEF**  
**Unjust Enrichment**  
**(Common Law)**  
**Against Defendants Advanced Digital Solutions International, Inc., K&F Associates, and Shahid Sheikh**

142. In response to Paragraph 142 of the FAC, ADSI incorporates their responses to the allegations in Paragraphs 1 through 141 of the FAC as if fully set forth herein.

143. In response to Paragraph 143 of the FAC, ADSI denies each and every allegation contained therein.

144. In response to Paragraph 144 of the FAC, this paragraph contains only legal conclusions, and thus, does not require a response.

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**SEVENTH CLAIM FOR RELIEF**  
**California Unfair Competition**  
**(Cal. Bus. & Prof. Code §§17200 *et seq.*)**  
**Against Defendants Advanced Digital Solutions International, Inc., K&F Associates,**  
**Shahid Sheikh, Farhaad Sheikh, and Kamran Sheikh**

145. In response to Paragraph 145 of the FAC, ADSI incorporates their responses to the allegations in Paragraphs 1 through 144 of the FAC as if fully set forth herein.

146. In response to Paragraph 146 of the FAC, this paragraph contains only legal conclusions, and thus, does not require a response.

147. In response to Paragraph 147 of the FAC, ADSI denies each and every allegation contained therein.

148. In response to Paragraph 148 of the FAC, ADSI denies each and every allegation contained therein.

149. In response to Paragraph 149 of the FAC, ADSI denies each and every allegation contained therein.

150. In response to Paragraph 150 of the FAC, ADSI denies each and every allegation contained therein.

**EIGHTH CLAIM FOR RELIEF**  
**Breach of Contract (Prime Solutions as Fake End Customer)**  
**Against Defendants Advanced Digital Solutions International, Inc., and Shahid Sheikh**

151. In response to Paragraph 151 of the FAC, ADSI incorporates their responses to the allegations in Paragraphs 1 through 150 of the FAC as if fully set forth herein.

152. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 152 of the FAC and on that basis denies each and every allegation contained therein.

153. In response to Paragraph 153 of the FAC, ADSI admits in part and denies in part. ADSI was an authorized HPE Partner and a member of HPE's channel sales organization. Except as admitted herein, ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 153 of the FAC and on that basis denies each and every allegation contained therein.

1           154.    ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
2 the allegations contained in Paragraph 154 of the FAC and on that basis denies each and every  
3 allegation contained therein.

4           155.    In response to Paragraph 155 of the FAC, ADSI denies each and every allegation  
5 contained therein.

6           156.    In response to Paragraph 156 of the FAC, ADSI denies each and every allegation  
7 contained therein.

8           157.    In response to Paragraph 157 of the FAC, ADSI denies each and every allegation  
9 contained therein.

10          158.    In response to Paragraph 158 of the FAC, ADSI denies each and every allegation  
11 contained therein.

12                                   **NINTH CLAIM FOR RELIEF**  
13                                   **Breach of Contract (Google as Fake End Customer)**  
14                                   **Against Defendants Advanced Digital Solutions International, Inc., and Shahid Sheikh**

15          159.    In response to Paragraph 159 of the FAC, ADSI incorporates their responses to  
16 the allegations in Paragraphs 1 through 158 of the FAC as if fully set forth herein.

17          160.    ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
18 the allegations contained in Paragraph 160 of the FAC and on that basis denies each and every  
19 allegation contained therein.

20          161.    In response to Paragraph 161 of the FAC, ADSI admits in part and denies in part.  
21 ADSI was an authorized HPE Partner and a member of HPE's channel sales organization.  
22 Except as admitted herein, ADSI lacks sufficient knowledge or information to form a belief as to  
23 the truth of the allegations contained in Paragraph 161 of the FAC and on that basis denies each  
24 and every allegation contained therein.

25          162.    ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
26 the allegations contained in Paragraph 162 of the FAC and on that basis denies each and every  
27 allegation contained therein.

28          163.    In response to Paragraph 163 of the FAC, ADSI denies each and every allegation  
contained therein.



**ELEVENTH CLAIM FOR RELIEF**  
**Breach of Contract (Other Fake Customers)**  
**Against Defendants Advanced Digital Solutions International, Inc., and Shahid Sheikh**

173. In response to Paragraph 173 of the FAC, ADSI incorporates their responses to the allegations in Paragraphs 1 through 172 of the FAC as if fully set forth herein.

174. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 174 of the FAC and on that basis denies each and every allegation contained therein.

175. In response to Paragraph 175 of the FAC, ADSI admits in part and denies in part. ADSI was an authorized HPE Partner and a member of HPE's channel sales organization. Except as admitted herein, ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 161 of the FAC and on that basis denies each and every allegation contained therein.

176. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 176 of the FAC and on that basis denies each and every allegation contained therein.

177. In response to Paragraph 177 of the FAC, ADSI denies each and every allegation contained therein.

178. In response to Paragraph 177 of the FAC, ADSI denies each and every allegation contained therein.

**TWELFTH CLAIM FOR RELIEF**  
**Breach of Contract (Sales to K&F Associates)**  
**Against Defendants Advanced Digital Solutions International, Inc., and Shahid Sheikh**

179. In response to Paragraph 179 of the FAC, ADSI incorporates their responses to the allegations in Paragraphs 1 through 178 of the FAC as if fully set forth herein.

180. ADSI lacks sufficient knowledge or information to form a belief as to the truth of the allegations contained in Paragraph 180 of the FAC and on that basis denies each and every allegation contained therein.

181. In response to Paragraph 181 of the FAC, ADSI admits in part and denies in part. ADSI was an authorized HPE Partner and a member of HPE's channel sales organization.

1 Except as admitted herein, ADSI lacks sufficient knowledge or information to form a belief as to  
2 the truth of the allegations contained in Paragraph 181 of the FAC and on that basis denies each  
3 and every allegation contained therein.

4 182. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
5 the allegations contained in Paragraph 182 of the FAC and on that basis denies each and every  
6 allegation contained therein.

7 183. In response to Paragraph 183 of the FAC, ADSI denies each and every allegation  
8 contained therein.

9 184. In response to Paragraph 184 of the FAC, ADSI denies each and every allegation  
10 contained therein.

11 **THIRTEENTH CLAIM FOR RELIEF**  
12 **Breach of Contract (Purchases from Unauthorized Sources)**  
13 **Against Defendants Advanced Digital Solutions International, Inc., and Shahid Sheikh**

14 185. In response to Paragraph 185 of the FAC, ADSI incorporates their responses to  
15 the allegations in Paragraphs 1 through 184 of the FAC as if fully set forth herein.

16 186. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
17 the allegations contained in Paragraph 186 of the FAC and on that basis denies each and every  
18 allegation contained therein.

19 187. In response to Paragraph 187 of the FAC, ADSI admits in part and denies in part.  
20 ADSI was an authorized HPE Partner and a member of HPE's channel sales organization.  
21 Except as admitted herein, ADSI lacks sufficient knowledge or information to form a belief as to  
22 the truth of the allegations contained in Paragraph 187 of the FAC and on that basis denies each  
23 and every allegation contained therein.

24 188. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
25 the allegations contained in Paragraph 188 of the FAC and on that basis denies each and every  
26 allegation contained therein.

27 189. In response to Paragraph 189 of the FAC, ADSI denies each and every allegation  
28 contained therein.

1           190. In response to Paragraph 190 of the FAC, ADSI denies each and every allegation  
2 contained therein.

3                                   **FOURTEENTH CLAIM FOR RELIEF**  
4                                   **Fraud**  
5                                   **Against Defendants Advanced Digital Solutions International, Inc., K&F Associates, and**  
6                                   **Shahid Sheikh**

7           191. In response to Paragraph 191 of the FAC, ADSI incorporates their responses to  
8 the allegations in Paragraphs 1 through 190 of the FAC as if fully set forth herein.

9           192. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
10 the allegations contained in Paragraph 192 of the FAC and on that basis denies each and every  
11 allegation contained therein.

12           193. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
13 the allegations contained in Paragraph 193 of the FAC and on that basis denies each and every  
14 allegation contained therein.

15           194. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
16 the allegations contained in Paragraph 194 of the FAC and on that basis denies each and every  
17 allegation contained therein.

18           195. In response to Paragraph 195 of the FAC, ADSI admits in part and denies in part.  
19 ADSI admits that it has responded to discovery related to the allegations in Paragraph 195 and  
20 that those responses stand for themselves. Except as admitted herein, ADSI denies each and  
21 every allegation contained in Paragraph 195.

22           196. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
23 the allegations contained in Paragraph 196 of the FAC and on that basis denies each and every  
24 allegation contained therein.

25           197. ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
26 the allegations contained in Paragraph 197 of the FAC and on that basis denies each and every  
27 allegation contained therein.

1           198.    ADSI lacks sufficient knowledge or information to form a belief as to the truth of  
2 the allegations contained in Paragraph 198 of the FAC and on that basis denies each and every  
3 allegation contained therein.

4                                   **FIFTEENTH CLAIM FOR RELIEF**

5                                   **Conversion**

6                   **Against Defendants Advanced Digital Solutions International, Inc., K&F Associates, and**  
7                   **Shahid Sheikh**

8           199.    In response to Paragraph 199 of the FAC, ADSI incorporates their responses to  
9 the allegations in Paragraphs 1 through 198 of the FAC as if fully set forth herein

10          200.    In response to Paragraph 200 of the FAC, ADSI denies each and every allegation  
11 contained therein.

12          201.    In response to Paragraph 201 of the FAC, ADSI denies each and every allegation  
13 contained therein.

14          202.    In response to Paragraph 202 of the FAC, ADSI denies each and every allegation  
15 contained therein.

16                                   **ANSWER TO PRAYERS FOR RELIEF**

17           In response to pages 51-52 of the FAC, Paragraphs A-L, these paragraphs constitute  
18 prayers for relief and therefore no response is required.   Nonetheless, ADSI denies Plaintiffs are  
19 entitled to any injunctive relief, special damages, statutory damages, general damages,  
20 consequential damages, punitive damages, restitutionary damages, or treble damages. ADSI  
21 denies Plaintiffs are entitled to attorney's fees, pre or post judgment interest, litigation expenses  
22 and/or costs of this suite. ADSI denies Plaintiffs are entitled to any other relief.

23                                   **AFFIRMATIVE DEFENSES TO PLAINTIFFS' FAC**

24           ADSI alleges the following affirmative defenses with respect to the claims alleged in the  
25 FAC, without assuming the burden of proof where the burden of proof rests on Plaintiffs:

26                                   **FIRST AFFIRMATIVE DEFENSE**

27                                    (Acquiescence)

28           ADSI alleges the claims made in the FAC are barred, in whole or in part, by the equitable  
doctrine of acquiescence to ADSI's alleged use, if any, of Plaintiffs' marks.



**SECOND AFFIRMATIVE DEFENSE**

(Bus. and Pro. Code § 17200 – Not Unfair, Unlawful, or Fraudulent)

ADSI alleges that because Plaintiff's allegations of trademark infringement and false advertising are false, their business actions or practices were not unfair, unlawful, fraudulent, or deceptive within the meaning of California Business and Professions Code sections 17200 et seq.

**THIRD AFFIRMATIVE DEFENSE**

(Causation/Contribution by Third-Party Acts)

ADSI alleges that Plaintiffs' claims are barred, in whole or in part, because the injuries and/or damages alleged in the FAC were actually and/or proximately caused by the acts or omissions committed by third parties not named in the FAC, including, but not limited to, its former sales team members prior to the end of their employment with ADSI.

**FOURTH AFFIRMATIVE DEFENSE**

(Failure to Mitigate)

ADSI alleges that Plaintiffs' claims are barred, in whole or in part, because Plaintiff failed to take all reasonable, necessary, and appropriate action to mitigate and purported damages resulting from the alleged matter set forth in the FAC.

**FIFTH AFFIRMATIVE DEFENSE**

(Failure to State a Cause of Action)

ADSI alleges the FAC, in whole or in part, fails to state facts sufficient to constitute a claim against ADSI.

**SIXTH AFFIRMATIVE DEFENSE**

(Fair Use)

ADSI alleges that Plaintiffs' claims are barred, in whole or in part, because ADSI's alleged use of Plaintiffs' marks, if any, was a fair use.

**SEVENTH AFFIRMATIVE DEFENSE**

(First Sale Doctrine)

ADSI alleges that Plaintiffs' claims are barred, in whole or in part, based on the first sale doctrine and the principles of exhaustion with respect to products allegedly sold or resold

1 containing Plaintiffs' marks.

2 **EIGHTH AFFIRMATIVE DEFENSE**

3 (Indemnity)

4 ADSI alleges that Plaintiffs' alleged damages and/or injuries, if any, in whole or in part,  
5 were actually and/or proximately caused by the actions of persons not named in the FAC, and  
6 therefore, ADSI are indemnified with respect to Plaintiffs' claims.

7 **NINTH AFFIRMATIVE DEFENSE**

8 (Laches)

9 ADSI alleges that Plaintiffs are barred from obtaining any recovery in this case by the  
10 equitable doctrine of laches.

11 **TENTH AFFIRMATIVE DEFENSE**

12 (Offset)

13 ADSI alleges that in the event that any damages are awarded to Plaintiffs, such damages  
14 are to be offset by the amounts which ADSI have been damaged, owed, and/or unpaid by  
15 Plaintiffs.

16 **ELEVENTH AFFIRMATIVE DEFENSE**

17 (No Punitive Damages)

18 ADSI alleges that Plaintiffs are precluded from recovering any punitive damages because  
19 ADSI did not engage in oppressive, fraudulent, or malicious conduct toward Plaintiffs.

20 **TWELFTH AFFIRMATIVE DEFENSE**

21 (Speculative Damages)

22 ADSI alleges the FAC requests for damages against ADSI are barred because Plaintiffs'  
23 damages, if any, are speculative, uncertain, and incapable of being ascertained.

24 **THIRTEENTH AFFIRMATIVE DEFENSE**

25 (Statute of Limitations)

26 ADSI alleges that all or some of the Plaintiffs' claims are barred by the statute of  
27 limitations.

**FOURTEENTH AFFIRMATIVE DEFENSE**

(Unclean Hands)

ADSI alleges that Plaintiffs' claims are barred by the doctrine of unclean hands.

**FIFTEENTH AFFIRMATIVE DEFENSE**

(Waiver)

ADSI alleges that Plaintiffs' claims are barred, in whole or in part, because Plaintiffs, by their own conduct, waived any claims as to the matters of which Plaintiffs now complain.

**SIXTEENTH AFFIRMATIVE DEFENSE**

(Prevention of Performance)

ADSI alleges that Plaintiffs' claims are barred because Plaintiff prevented ADSI's performance under the contract, by failing to give proper notice of the alleged breach and terminating the contract, among other acts and omissions.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

(Frustration of Purpose)

ADSI alleges that any recovery is barred because Plaintiff frustrated the purpose of the contract.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

(Impossibility)

ADSI alleges that any recovery is barred because plaintiff's conduct made it impossible for defendant to perform under the alleged contract.

**NINETEENTH AFFIRMATIVE DEFENSE**

(Good Faith)

ADSI alleges that Plaintiffs' claims are barred because at all times complained of, ADSI acted without malice and in good faith, and that all actions taken by ADSI with regard to Plaintiff were taken for lawful reasons and in good faith.

**TWENTIETH AFFIRMATIVE DEFENSE**

(Accord and Satisfaction)

ADSI alleges that Plaintiffs' claims are barred by the doctrine of accord and satisfaction.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

(Lack or Failure of Consideration)

ADSI alleges that Plaintiffs' claims are barred because of a failure or lack of consideration.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

(Failure of Condition Precedent)

ADSI alleges that Plaintiffs' claims are barred due to a failure of conditions precedent.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

(Limitation of Damages)

ADSI alleges that the damages claimed by Plaintiff, if any are proven, are limited by contract.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

(Damages Waiver)

ADSI alleges that plaintiff has waived and released any claim to consequential, indirect, special or punitive loss or damage, including lost revenues or profits or diminution in value, whether in contract, tort (including negligence), or otherwise, by contract.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

(First Amendment)

ADSI alleges that Plaintiffs' claims are barred because any statements Plaintiffs claim are false or misleading constitute speech protected by the First Amendment to the United States Constitution.

**TWENTY-SIXTH AFFIRMATIVE DEFENSE**

(Mistake)

ADSI alleges that Plaintiffs' claims are barred because the parties did not form a mutually binding agreement as a result of a unilateral or mutual mistake among the parties.

**TWENTY-SEVENTH AFFIRMATIVE DEFENSE**

(Innocent Infringement/Breach)

ADSI alleges that Plaintiffs' claims are barred because any infringement of its marks, or

breaches of the parties' agreements, by defendants, if any occurred, were the result of good faith and innocent actions undertaken by defendants.

**RESERVED**

ADSI presently has insufficient knowledge or information upon which to form a belief as to whether it may have additional, as yet unstated, affirmative defenses available. ADSI hereby gives notice that it intends to rely upon any other defenses that may become available or apparent during the discovery proceedings in this matter and hereby reserves its right to amend the Answer and to assert any such affirmative defense(s).

**PRAYER FOR RELIEF**

WHEREFORE, ADSI prays for judgment as follows:

1. That Plaintiffs take nothing by reason of their FAC, that judgment be rendered in favor of ADSI;
2. That ADSI be awarded their costs of suit incurred in defense of this action; and
3. For such other relief as the Court deems proper.

DATED: October 19, 2021

McMANIS FAULKNER

/s/ Andrew Parkhurst  
JAMES MCMANIS  
ANDREW PARKHURST  
Attorneys for Defendants ADVANCED DIGITAL  
SOLUTIONS INTERNATIONAL, INC., SHAHID  
SHEIKH, FARHAAD SHEIKH, KAMRAN  
SHEIKH, and K&F ASSOCIATES, LLC

**DEMAND FOR JURY TRIAL**

Pursuant to Civil L.R. 3-6 and Fed. R. Civ. P. 38, ADSI hereby demands a trial by jury.

DATED: October 19, 2021

McMANIS FAULKNER

/s/ Andrew Parkhurst  
JAMES MCMANIS  
ANDREW PARKHURST  
Attorneys for Defendants, ADVANCED DIGITAL  
SOLUTIONS INTERNATIONAL, INC., SHAHID  
SHEIKH, FARHAAD SHEIKH, KAMRAN  
SHEIKH, and K&F ASSOCIATES, LLC